

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

Lisa Del Guidice	*	
	*	
Plaintiff	*	Plaintiff's Complaint
	*	
v.	*	
	*	
All State Insurance	*	
	*	
Defendant	*	

Parties

1. The Plaintiff, Lisa Del Guidice, is a citizen of the state of Colorado and has a residential address at 9905 Garland Dr., Westminster, Colorado 80021.
2. The Defendant, All State Insurance, is a citizen of the state of Illinois with a principal place of business at 2775 Sanders Rd, Northbrook, IL 60062.

Jurisdiction

3. Jurisdiction in this cause of action is premised on 28 U.S. § 1332, diversity of citizenship, in that the Plaintiff and the Defendant are citizens of different states and the amount in controversy is in excess of \$75,000.00 exclusive of interest and costs.

Venue

4. Venue is proper in the Northern District of Illinois.

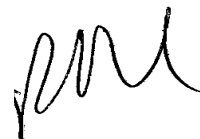
Facts

5. Plaintiff is the owner of a single family residential rental property located at 7922 Stuart Street in Westminster, Colorado, 80030.
6. Defendant issued to Plaintiff an insurance policy covering damage to her rental property.
7. The policy issued by the Defendant was number 917915875 – All State Landlord policy.
8. During the early winter of 2019 winter weather in Westminster Colorado caused the pipes in said rental property to freeze and burst. Water spilled out on to the floors and walls and caused both structural and property damage. Plaintiff was unaware of the damage when it first occurred. The property was then vacant, and Plaintiff had set the thermometer at 65 degrees.
9. When Plaintiff first learned of the damage she immediately notified Defendant and otherwise complied with all claim requirements contained in the policy.

10. On January 21, 2019, Defendant sent an inspection team to the property. These inspectors expressed skepticism to Plaintiff as to whether the claim would be paid.
11. Over the next several weeks Plaintiff negotiated with the Defendant's representatives with regard to obtaining payment for the claim.
12. The policy issued by the Defendant clearly states that the damage caused to Plaintiff's property is a covered loss.
13. Notwithstanding this fact the Defendant refused to cover the loss, and, on April 21, 2019, the Defendant issued a formal denial of the claim.
14. This denial was a breach of the insurance contract between the parties and has left Plaintiff unable to recover the \$80,000.00 she has spent repairing the property in addition to lost rent.
15. Defendant's refusal to pay Plaintiff's claim is a breach of the insurance contract issued by the Defendant to the Plaintiff.
16. Defendant's breach of contract severely damaged pl economically and will cost pl additional sums of money going forward.

Wherefore: the Plaintiff, Lisa Del Guidice, hereby demands judgment in an amount sufficient to satisfy her damages plus interest costs and attorney's fees.

Respectfully submitted,
The Plaintiff,
Lisa Del Guidice
By her attorney

A handwritten signature in black ink, appearing to read 'R. Loventhal', written over a horizontal line.

Robert D. Loventhal, Esq.